

STATE OF SOUTH CAROLINA,

AMENDMENT TO LEASE AGREEMENT
March 25, 1985
COUNTY OF BARNWELL

WHEREAS, the Lessor, the State of South Carolina, acting through the State Budget and Control Board, and the Lessee, Chem-Nuclear Systems, Inc., entered into a lease agreement dated April 6, 1976; and,

WHEREAS, Paragraph 7 of said agreement was mutually amended by Amendment to Lease Agreement, dated September 21, 1982; and,

WHEREAS, Paragraph 7 of said lease agreement, as amended on September 21, 1982, required the parties to renegotiate the per cubic foot rate of quarterly payments to be made to the escrow fund for perpetual care to be effective April 6, 1985; and

WHEREAS, the parties have consummated said negotiations in accordance with the provision of Paragraph 7 of said lease agreement as amended on September 21, 1982; and,

WHEREAS, it is the desire and intention of the parties to amend the lease agreement of April 6, 1976 and as amended September 11, 1979 and September 21, 1982, with reference to Paragraph 7 so that, when amended, Paragraph 7 will be as hereinafter set forth, to wit:

NOW, THEREFORE, in consideration of the payments reserved herein and the mutual covenants made by the parties, Paragraph 7 of the aforementioned lease agreement, dated April 6, 1976 and amended September 11, 1979, and September 21, 1982, is amended as hereinafter set forth, to wit:

7. The Lessee understands that the storage and burial of radioactive waste requires perpetual surveillance and maintenance, and so long as it occupies the Site, the Lessee will undertake all surveillance and maintenance as required by all applicable laws, regulations and licensing requirements for the protection of the public health and safety. The Lessee further understands that if for any reason at any time it should default, or fail to comply with the terms of its license, or for any reason withdraw from the premises, the Lessor would be required to assume surveillance and maintenance obligations and pay the surveillance and maintenance costs. The Lessee, therefore covenants and agrees to pay to the Lessor, at quarterly intervals, the sum of \$2.80 for each cubic foot of radioactive waste buried at the Site beginning April 15, 1985.

The rate of payment shall be renegotiated by the parties upon written request of the Lessor after January 1, of each calendar year with negotiations to begin not later than 14 days after the date of request or upon a determination by the Budget and Control Board that conditions surrounding the lease between Lessor and Lessee have substantially changed. In the event no request for negotiations is made by Lessor the rate shall continue at the rate then in effect. In the event that the parties have not concluded such negotiations within 45 days from the date of Lessor's aforementioned request for negotiations, the Lessor, at its option, shall have the right, upon written notice to Lessee, to require the Lessee to make payments at a rate not to exceed \$3.25 per cubic foot beginning on the 45th day from the date of Lessor's aforementioned request for negotiations and until the consummation of negotiations. In the event that the renegotiated rate exceeds the rate required to be paid as a result of the exercise of Lessor's option, Lessee shall not be required to pay any amount in excess of the rate required as a result of the exercise of Lessor's option until the effective date of the renegotiated rate, but in no event later than 90 days from the date of Lessor's aforementioned request for negotiations.

The Parties expressly agree that the escrow fund for perpetual care of the waste buried at the Site established by the parties pursuant to an agreement dated April 21, 1971, and continued pursuant to the lease dated April 6, 1976, as amended, shall continue to be maintained and the payments made pursuant hereto shall be added to such fund. Interest earned upon said fund for perpetual care shall accrue to the fund.

In order for the Lessor to determine the accuracy of payments by the Lessee, the Lessor shall have access to and the right to examine any pertinent books, documents, papers, accounts and records of the Lessee involving operations on the leased premises. Lessee agrees to surrender all receipts and burial records to Lessor five years after the ending of the fiscal or calendar year to which the records pertain or within 1 month after vacating the Site.

The Parties further agree that upon expiration or earlier termination of this lease; all materials buried at the Site prior to such expiration or termination shall remain so buried and shall be thereupon owned by and become the sole and exclusive responsibility of Lessor, its successors or assigns.

Except as hereinabove amended, the lease agreement dated April 6, 1976 and as amended September 11, 1979, and September 21, 1982, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in duplicate, this 28th day of March 1985.